



Proposal for

M C Modi Educational Trust

Proposal:

Proposal date:

Proposal number:

KONE People Flow Solutions™

23-Sep-2024

KEI/0014/202409/0016045315

Dedicated to
People Flow™

23-Sep-2024

OFFER LETTER

KEI/0014/202409/0016045315

Date: 23-Sep-2024

To,
Mr. Prabhakar P
M C Modi Educational Trust
5-4-187/ 3 & 4, M G Road, Secunderabad
Hyderabad - 500003

Dear Sir,

Sub: Supply, Installation, Testing and commissioning of 2 Elevator(s) for your esteemed M C Modi Educational Trust- project at Hyderabad

This has reference to the subject; At the onset we would like to thank you for the valued enquiry made with us towards supply and installation of elevators for your above esteemed project. In this connection, we have enclosed herewith our detailed technical specification along with price schedule and other terms and conditions for your kind consideration.

We are a global leader in elevator and escalator industry. Our vision is to deliver the best People Flow™ experience by developing and delivering solutions that enable people to move smoothly, safely and comfortably with reduced waiting times. Headquartered at Chennai, KONE Elevator India is at the forefront of technological disruption, adopting best practices by integrating digitalized solutions with its products for the Indian market. Its global technology and engineering centre, ITEC in Chennai has R&D and Engineering capabilities, enables development of energy efficient solutions based on global designs & requirements, which are further modified to suit Indian settings. KONE India serves customers all over the country through its 50+ branch offices and provides sustainable People Flow™ solutions for India's rapidly growing cities.

KONE is a byword for innovation & technology and accords highest priority to Safety & Quality not only in terms of manufacturing & installations but also in work culture & communities it operates in. Through our products, we bring to our customers world-class professionalism backed by globally established systems, values & practices. Today, some of the most advanced and safest elevator and escalator solutions are installed in some of the tallest buildings in the World, which stand testimony to our innovative and sustainable offerings in the vertical transportation industry. For the 8th time in a row KONE has been featured in the Forbes list of 100 Most Innovative Companies in the World.

With KONE products, we assure you and your building's users a world class vertical travel experience, well supported by a global network of experts and skilled professionals. We trust that our offer falls in line with your requirement and look forward to the pleasure of being associated with you at your above esteemed project. We will be pleased to assist you in case of any clarifications / queries and request you to contact the undersigned.

Thanking you and assuring you of our sincere support and services at all times,

Yours faithfully,

For KONE Elevator India Pvt Ltd.,

Sri Harsha PVM
Asst. Manager Sales
(996) 301-0186
sriharsha.pvm@kone.com



Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist including orientation of design, etc.

15Pax_5S_SS_MRL_L1 & L2

Basic elevator data			
Elevator Type	Passenger elevator PWI15/10-19		
Product	IMonospace		
No of Units	1		
Load & Capacity	1020 kg or 15 persons		
Speed	1 m/s		
Stops & Openings	5 stops & 5 openings, Single entrance car		
Total no of opening	1 entrances		
Travel height	13.95 m		
Elevator Grouping	Duplex-Adjacent Full Collective Control Duplex Line shared Lcs		
Well Dimension	2100 mm width and 3000 mm depth (required)		
Head Room height	4250 mm (required)		
Pit Height	1500 mm (required)		
MAP Floor Position	Topmost floor (TOP)		
Car dimensions	1100 mm wide x 2150 mm deep x 2300 mm high		
Door dimensions	900 mm wide x 2100 mm internal height		
Door type	Two-panel centre opening Plain Panel		
Finishes			
Car design	SS silver brushed		
Car Panel Finish	Stainless steel Hairline AISI441		
Handrail	Round Bend Handrail Silver brushed stainless steel (ST4) at Rear Wall		
Ceiling & Lighting	Integrated roof RS60 Stainless Steel Round spot LED light		
Flooring	20 mm Car skirting material: Stainless steel Hairline AISI441		
Car Door Finish	Stainless steel Hairline AISI441		
Floor number	Floor Mark	Interfloor distance	Landing door material
1-5	0, 1, 2, 3, 4	2950 mm, 3500 mm, 3500 mm, 4000 mm	Stainless steel AISI441



Car operating panel	1 Full Height Stainless Steel Face Plate Silver brushed StSt Segmented LCD display Square surface mounted Buttons KDS90	
Landing Signalization	Stainless Steel 7 segment display Surface Mounted Silver brushed StSt Square,surface mounted KDS90	

Features

Standard	- Correction drive to next level - Emergency Alarm @ Main Floor - Car Call backwards - Overload function, constant indication/Buzzer - Bypass load Function - Auto Cut off Fan and Light - Manual Rescue Operation - Centralized Hoisting for lesser vibration and smooth travel - Pit Ladder - Micro movement Led Based Buttons - L.W.D. (Load Weighing Device) - Direction & Position Indicator In Car & Landing - Advanced Car Position Indication - Automatic Brake Test function every 11hours - Every run brake supervision - Phase reversal functioning - Signal Fixtures +10% to -10% Voltage Fluctuation Withstanding Capacity - Door Close Button - Door Open Button - Car Emergency Light - Fireman Drive - Curtain of Light 169 Beams - Accurate Relevelling, Automatic, Closed Door - E, With emerg.opening device
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Additional	Emergency Rescue Device with audio announcer 2 Way Dedicated Intercom Nudging service Attendant Service BMS Round spot LED light Access Control Provision B, 2 Hours Fire rated
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Pricing summary

S.No	Specification	Unit Price (Excl GST)	GST 18 %	Unit Price (Incl GST)	Qty	Total price
1	15 Passenger elevator with 5 stops without machine room as per specification - 15Pax_5S_SS_MRL (a. price validity 12 months from date of signing order, b. Warranty 12 months from date of handing over)	1 394 068	250 932	1 645 000	1	1 645 000
2	15 Passenger elevator with 5 stops without machine room as per specification - 15PAX_5S_SS_MRL_L2 (a. price validity 12 months from date of signing order, b. Warranty 12 months from date of handing over)	1 360 169	244 830	1 605 000	1	1 605 000
Total: Thirty-Two Lakh Fifty Thousand Only					2	32 50 000

Offer validity : The prices offered herein are valid for a maximum period of 30 days from date of the offer, however KONE reserves the right to reduce the validity period at any point in time.

Kone Scope

15Pax_5S_SS_MRL_L1 & L2

- Supply, Installation, Testing and commissioning of the Elevator as per specification agreed
- Safety barricades
- Material shifting

Customer scope

15Pax_5S_SS_MRL_L1 & L2



- Points to be completed before Material Supply:
 - Scaffolding
 - Shaft Width Reduction Channels-ISM Beams/ IMS-C Beams to be placed as per KONE GAD
 - Overhead 3 ISM Beams to be provided welded with Hooks as mentioned in KONE GAD
 - Lift Pit Buffer Blocks to be provided as mentioned in KONE GAD
 - Lift Pit Filling to the required depth as mentioned in GAD from the finished floor level (FFL)
 - Water Proofing inside the Pit to be done
 - Lift Shaft should be completely plastered to our General Arrangement Drawing (GAD) with clear plumb level
 - Lift Shaft White washing to be done
 - Bulkhead fittings with 3-pin socket & on -off switch should be provided
 - Template to be provided as per our drawings
 - Safe Lockable storeroom of approx. 40 sq. meters. For exclusive elevator materials (each elevator), well protected from water entry /seepage, in the ground/first floor & close to the shaft
 - Single phase (5 Amps) power supply - One for shaft lighting & one for lift car (fan, light) should be available
 - Security
 - Elevator License
 - Painting works
 - Minor Civil works

Payment terms

10%	Customer Order received
80%	Material intimation request
10%	Customer Handover complete



Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, automatic building doors, monitoring, access and destination control systems.



KONE presence in India

Founded in 1984, through a joint venture called Beacon KONE with Best & Crompton Engineering Ltd.
In 1992 KONE India became 100% subsidiary of KONE corporation.
Has over 5000+ employees, 50+ Offices across country.
Has State of the Art, largest & Smartest Elevator Manufacturing facility in Tamil Nadu.
Equipped with world class R&D facility that provides Engineering & Technology Services, to India and globally.
Has highly trained and efficient work force to service our customers.

Value for you

Working with KONE means an efficient, safe and hassle-free project with solutions to optimize the value for your building

- Innovative solutions and options to optimize the airport space use, value and passenger experience
- Professional project management
- Strict quality criteria for each installation phase and in-depth ride quality testing of each elevator before hand-over
- Industry's most flexible and versatile offering of attractive interior alternatives
- Reliable equipment with average availability rate of over 99%
- Sustainability and cost efficiency via energy efficient solutions

KONE
Elevators
Escalators

WE CHOOSE SUSTAINABLE PRACTICES EVERYDAY

Our commitment for sustainability wins a coveted award
Platinum & Green Certification
by IGBC as green factory

Platinum Certification for
Office & Cafeteria Building

Gold Certification for
Production Facility



Industry 4.0 ready,
smart and largest
elevator manufacturing
green facility



Digitized operations



Fully automated paint finish unit



KONE EcoDisc® hoisting machine unit

Eco-friendly environment

Being a leader in sustainability has long been a strategic target for KONE. KONE factories around the world and in India have taken a giant leap towards this. All factories have a global print of ensuring sustainability is top of mind right from the design stage of the factories with constant improvement endeavors.

**KONE Elevator India factory -
The Largest in India, South & South East Asia**

- ✿ Fully automated state-of-the-art paint plant for flawless finish
- ✿ Carbon neutrality with renewable resources, electric vehicles and solar power
- ✿ Safe, employee friendly, eco-friendly and customer friendly supply unit
- ✿ Making in India since 1987
- ✿ Sustainable production environment with low carbon footprints

KONE Elevator India manufacturing Facility has been established taking into consideration every single Eco-Friendly parameter in its design, construction and operation that creates positive impact on environment, preserve natural resources, improve Quality of life for all stakeholders and sustainability.



Scan this QR code to
know more about our
manufacturing facility

KONE Elevator India Private Limited

Corporate Office: Prestige Centre Court, 9th Floor, Forum Vijaya Mall, No. 183, NSK Salai, Arcot Road, Vadapalani, Chennai - 600 026 Tamil Nadu, India. Tel : +91 6625 4000, +91 44 6625 4050

Factory & Registered Office: Plot No. A-28, Sipcot Industrial Park, Pillaipakkam, Sriperumbudur Taluk, Kanchipuram District, Tami Nadu - 602 105. India Tel: +91 44 6660 3918

Visit us at www.KONE.in



For further details on green building product offering, please contact our sales team



KONE SITC AGREEMENT

Reference No:
KEI/0014/202409/0016045315

Date: 23-Sep-2024

KONE ELEVATOR INDIA PRIVATE LIMITED

TERMS AND CONDITIONS OF CONTRACT
FOR
DESIGN, SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING
OF ELEVATORS

Parties' details

PURCHASER	KONE
M C Modi Educational Trust 5-4-187/ 3 & 4, M G Road, Secunderabad, Hyderabad - 500003 TELANGANA Prabhakar P Contact Person Tel CONTACT_PHONE Mail id: Pan Number: GST Number:	KONE ELEVATOR INDIA PRIVATE LTD PNR HIGH NEST Door No.1-2-22, Sy. No.132,133 7TH Floor, NH 65, Hyderabad - 500085 Tel (996) 301-0186 Contact Person Sri Harsha PVM

Site Address
M C Modi Educational Trust-
Manilal Modi Memorial Hospital, Survey no
31&32,Muraharipally village
Hyderabad - SITE_POSTAL CODE
TELANGANA
Mail id:
Pan Number:
GST Number:

Billing Address



AGREEMENT FOR DESIGN, SUPPLY, ERECTION, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATOR/S

This Agreement for Design, Supply, Erection, Installation, Testing and Commissioning of Elevators (hereinafter referred to as the "Agreement") between M/s KONE Elevator India Pvt Ltd., a Company incorporated under the Indian Companies Act, 1956, having its Registered office at Plot No : A 28, SIPCOT Industrial Park, Pillaipakkam, Sriperumbudur Taluk, Kancheepuram District – 602105 and branch office as detailed in the page 1, hereinafter referred to as "KONE", which terms shall mean and include its successors and permitted assigns), of ONE PART;

AND

the PURCHASER, whose details are provided in page 1, (which term shall mean and include their men, agents, authorized persons, Project Managers, Architects, Electrical contractors, assigns, legal representatives) of the OTHER PART

KONE and the PURCHASER shall individually be referred as "Party" and collectively as "Parties", unless repugnant to the context.

WHEREAS, the PURCHASER requires Elevator/s for its project site at with specifications more fully described in the Schedule I and KONE undertakes to Design, Supply, Erection, Installation, Testing and Commissioning of the same subject to the terms and conditions contained hereunder.

NOW THEREFORE INTENDING TO BE LEGALLY BOUND THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

General Conditions

Any communication for giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be in writing and delivered by hand (against receipt), sent by post or courier. Oral communication or commitments are treated as null and void. Under extreme emergency, if oral instructions are given, the same to be confirmed in writing by the receiving party to the instructing party within 5 days.

1. This Agreement shall be in English Language and in all respects be governed by the laws of India. The Courts of Chennai, India shall have exclusive jurisdiction in the matters connected to this Agreement
2. The documents forming this Agreement are to be taken as mutually explanatory of one another. It supersedes all the earlier correspondence except those specifically agreed and categorically excludes the terms and conditions of the PURCHASER. In case of any ambiguity or discrepancy KONE shall issue necessary clarification or instruction, which will be binding on both the Parties.
3. Neither party shall assign the whole or any part of this Agreement or any benefit or interest in or under this Agreement without the prior written approval of the other Party

80% of the Contract Value, if the order is cancelled after two months of the approval of General Arrangement Drawings.

90% of the Contract Value, if the order is cancelled after intimation that materials are ready for dispatch.

Termination of Agreement

Commercial Conditions

Contract Value and Payment terms

The total consideration as agreed between the parties, for the scope of work provided by KONE shall be paid by the PURCHASER in the following manner, on prorata basis per elevator

SAME AS ABOVE

The PURCHASER shall pay to interest to KONE at the rate of 18% per annum for all default in making payments within 5 days from date of claim. KONE shall also have the right to forthwith terminate this agreement and/or stop work and services for the lift under this agreement at any stage due to default in payments along with interest. For the purpose of payment and handing over, each Elevator will be treated as a separate contract.

The above payments shall be made against submission of invoice.

Price Validity

The accepted price will be valid for a period of 12 months from the date of this Agreement,. The price shall be subject to an escalation of minimum 10 % for further 12 months. Beyond 24 months from the date of this agreement, the prices shall have to be re-negotiated between the parties.

Taxes, Duties Etc.,

Contract value is inclusive of GST as prevailing on the date of this Agreement. Notwithstanding anything to the contrary contained herein, all existing and future taxes and/or governmental levies including but not limited to increase in taxes and/or governmental levies or related statutes or due to new imposts/ amendment/ variations to applicable laws will be to the PURCHASER's account and the PURCHASER shall pay the same without any demur or protest

Terms of Cancellation

In the event of cancellation of order by the PURCHASER, the PURCHASER shall pay cancellation charges to KONE as detailed below:

15% of the Contract Value, if the order is cancelled by the PURCHASER before the General Arrangement Drawing is prepared.

25% of the Contract Value, if the order is cancelled within one month after the General Arrangement Drawing is approved.

KONE reserve the right to charge extra for subsequent GAD revisions if full site particulars are not made available to us at the time of placing of the order (or) any modification is desired regarding the building structure resulting in revision of GADs

The PURCHASER shall be responsible for any delay in approval beyond the said time and the time for completion of



In the event of the PURCHASER:

- a. Fails to pay KONE, without reasonable cause, any amount due and the amount is outstanding beyond 60 days
- b. becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, then, KONE may give notice requiring the PURCHASER to remedy the default within 28 days after receipt of the notice.

If the PURCHASER fails to remedy the default or fails to propose steps reasonably acceptable to KONE to do so and in that case, KONE may terminate this Agreement after issue of 14 days notice to the PURCHASER.

Site, Material and Equipment related Conditions

For the purpose of following conditions, each Elevator will be treated as a separate unit.

Date of Completion

The date of completion of installation shall be date on which the work is notified as being completed and is available for inspection.

Title to Property

Any materials supplied by KONE, shall remain the property of KONE until the entire Contract Value has been paid by the PURCHASER to KONE. KONE reserve its right to remove all such property for default in payment or other default in not providing site to KONE, irrespective of the fact of attachment, sale, mortgage or lease of the premises.

Surplus Materials

All consumables, packing cases, surplus materials, wiring, tools and tackles etc., used during execution of this Agreement are the absolute property of KONE and shall be removed on completion of this Agreement or at KONE's convenience.

General Arrangement Drawing (GAD)

The General Arrangement Drawing in triplicate will be forwarded to you in approximately six weeks from the date of receipt of complete site details along with the order and advance payment. The purpose of this drawing is to clearly indicate to you pertinent dimensional details of the Elevator shaft, pit, machine room, car and landing entrances, etc. If any modification is required by you in our GAD, it is advisable to hold the construction till the revised GAD is approved by you.

Approval of General Arrangement Drawing:

Within six weeks from the date of receipt of GAD, the same should be returned to us, duly approved by you.

Tests

Elevator materials, components and assemblies will be inspected and approved by our Quality Control Department at our manufacturing works and at our suppliers works prior to despatch to site.

KONE reserves the right to farm out any of the proprietary component assembly or sub-assembly for the Elevator/s

installation would be computed from the date of final approval of General Arrangement Drawing by the PURCHASER.

Delivery of Materials

On compliance of Payment Terms, KONE shall deliver the materials for each Elevator by the end of2.....months from the date of receipt of approved GAD provided the Elevator shaft, entrance ways, machine room including 3 phase power supply are made available as per the agreed terms.

On compliance of the above, KONE shall complete the installation by the end of1.....months. In the event of site not made ready as per the contract, KONE reserve the right to defer the date of despatch of material and subsequent erection. However, the revised schedule of despatch and erection shall be finalised on mutually agreed terms.

KONE cannot accept responsibility for delayed delivery and / or installation of the Elevator in the following cases.

1. If the terms of payment are not complied with.
2. If the preparatory building works excluded from our contract and necessary structure, support frame, etc. are not completed by the client in time.
3. If permanent three phase power supply along with double earthing, etc., is not given in time in the machine room.
4. If formalities are delayed due to non-payment of licence fees or if necessary technical details are missing.
5. In the event of breach of any conditions of this contract, including failure to make payment within stipulated time, GAD approval, site readiness or such other conditions of this contract, KONE reserves the right to terminate this contract and apply cancellation charges as prescribed in this agreement.

Installation

KONE shall commence the installation after the materials arrive at the job site and upon intimation from you that the site is ready as per the approved GAD. If the site is not ready for any reason for taking up installation, KONE shall deploy installation team upon receipt of your written confirmation of site readiness as required by us. KONE need minimum eight weeks advance information to depute our personnel. KONE may have to reschedule the erection program if the readiness of the site is inordinately delayed.

In such an event, PURCHASER shall pay additional cost arising on account of such delay.

Completion period promised would be deemed to have been fulfilled, if the Elevator is presented for the first inspection after completing all the work on or before the promised date. The time taken to rectify any defects or adjustments during and after the inspection shall be construed as extension.

as per safety rules, stairs provided with handrails, cover any open holes etc.,

The PURCHASER shall be liable for all damages suffered by KONE and/or other persons, due to unsafe site conditions.

Warranty and Training



tendered. These would be manufactured strictly in accordance with our drawings, designs or requirements and would undergo the same rigid inspection. KONE undertake full responsibility for the quality of the materials and equipment supplied.

The PURCHASER shall at the time of handing over ensure complete usage of the Elevator and acknowledge that the Elevator has been handed over by KONE and accepted by the PURCHASER in full working condition without any defect or malfunction.

Handing Over

1. PURCHASER shall agree to take over the Elevator as soon as the installation is completed after making the final payment as per the terms of the contract and officially acknowledge the handing over of Elevator
2. KONE shall give PURCHASER a week's notice for taking over of the Elevator after completion.
3. The Inspection of the Elevator by the authorities of the Lift Inspectorate, wherever applicable, will have to be done prior to handing over of Elevator. KONE shall assist in the inspection of the Elevator/s by the authorities of the Lift Inspectorate, wherever applicable. The responsibility of obtaining Lift license shall be with the PURCHASER, before putting the Elevator into usage.
4. Warranty will start from the time of handing over per Elevator on prorata basis.
5. PURCHASER shall not use the Elevator/s prior to handing over and shall be liable for all damages and loss due to such unauthorized usage.

The Elevator shall be given for beneficial use only on completion of the above terms.

Notwithstanding the above, even after KONE's express intention to handover the Elevator/s, if for any reason, PURCHASER has not taken over the Elevator/s, KONE reserves the right to treat that the handing over of the Elevator has been completed.

Elevator handing over will be deemed to have been completed regardless of availability of permanent power supply

Site Safety

The PURCHASER shall ensure that the site provided is safe in all aspects for the commencement of works by KONE.

The PURCHASER shall provide adequate access to the shaft / work area. The PURCHASER shall ensure including but not limited to providing safe means of access, ladders

The objective of providing rescue training is to enable the PURCHASER to understand and identify the risks involved in relation to elevator entrapment situations and related rescue operations, what kind of rescue operation is needed, whether the needed rescue operation can be conducted by the PURCHASER, and further provide knowledge and teach practical skills needed in the rescue operations. The training would include on site demonstration of limited rescue operations what needs to be taken into account when rescuing passengers including the "dos and don'ts"

This training shall be provided by KONE to the PURCHASER as

Warranty

Unless otherwise specified, all machinery and equipment will be of standard design and will be inspected for quality before dispatch. All machinery and equipment will be of high standards maintained by KONE. KONE undertakes to correct and make good any defect which may develop under normal and proper use within the warranty period hereinafter mentioned and which is solely due to faulty design, material or workmanship provided that KONE are notified immediately after the defect is discovered.

Warranty period for each Elevator shall be

- a. 18 months from date of dispatch of the last of the following major components namely 1) machine, 2) controller, 3) car and car frame, 4) "T" Guides.
- b. 12 months from date of handing over of the Elevator on prorata basis
- c. 12 months from the expiry of a week's notice from the notice of handing over.

Which ever is earlier.

The Warranty given by KONE shall lapse on completion of the Warranty period. However this Warranty does not cover defects due to depreciation, wear and tear, accidents, lightning, dampness, neglect, misuse, power fluctuations or other abnormal conditions resulting directly or indirectly due to circumstances beyond the control of KONE.

Any energy consumption saving potential when indicated is estimated but the real-life values may vary depending on the actual conditions. KONE does not accept any liability for possible differences between the actual and estimated savings

Personnel Training

After completion of handing over, the PURCHASER shall nominate maximum of two persons who will be responsible for handling of the Elevator/s. Such persons would be trained by our Installation Engineer

The training can be terminated by us without notice, if in KONE's opinion, conduct of persons nominated by you is detrimental to the interest of KONE. The above are also contingent on your accepting complete responsibility for your personnel

Rescue Training

As a part of supply and installation KONE intends to provide basic training to PURCHASER with respect to rescuing passengers entrapped in elevators under certain limited circumstances.

Maintenance

This contract includes free maintenance for 12 months. The period of free maintenance will be deemed to have commenced on the date the Elevator handing over; The date of commencement of this service will remain unchanged irrespective of any delay in building completion, availability of permanent power supply, taking over or commencing use of the Elevator.

Maintenance will consist of regular examinations, any necessary adjustment and lubrication of the equipment by



a one-time exercise free of cost at the time of handing over the elevator for any two of the representatives nominated by the PURCHASER. Subsequent training required to be provided by KONE at any future point of time shall be chargeable on a mutually agreeable basis.

After providing training, KONE and PURCHASER shall record the fact of having provided such basic training in the format prescribed by KONE. This shall include the names and positions of the PURCHASER's employees / representatives, who have participated in the said training. KONE shall always keep the determining record of who has participated in the training.

The PURCHASER or its representative who has been so trained can thereafter engage in rescuing passengers entrapped in an elevator using solely the methods as trained by KONE.

The PURCHASER or its representatives acknowledge and understand that they shall not engage in rescue operations for which they are not trained and shall not attempt to rescue any persons following processes, other than those for which they have been trained by KONE.

The training shall be valid only till the Defect Liability Period.

PURCHASER hereby voluntarily release, forever discharge and agree to indemnify and hold harmless KONE, its directors, officers, employees, agents, subcontractors, volunteers and all other persons or entities acting in any capacity on behalf of KONE from any and all liability, claims, demands or causes of action which may be in any way connected with the participation of the PURCHASER and/or its representatives in the training activity including all such claims which allege negligent acts or omissions of KONE.

It is specifically agreed that the training provided by KONE shall not absolve the PURCHASER or its representatives from any negligent and/or any acts of omission or commission that may result in any accident / cause damage either to the entrapped passengers or to the property. KONE shall not be held responsible for any consequences arising out of rescue undertaken by the PURCHASER or its representatives whether the rescue is happening before, during or after any training provided by KONE. PURCHASER agrees to indemnify KONE, its directors, officers, employees, agents, subcontractors, volunteers and all other persons or entities acting in any capacity on behalf of KONE against claims, demand, prosecution and/or any charge arising therefrom.

KONE shall have no liability to the PURCHASER or any third party under or in relation to this Agreement after the expiration of the defects liability/warranty period.

Where KONE and others have jointly caused the PURCHASER to suffer loss or damage under or in connection with this Agreement, KONE's liability will be limited to the extent that KONE has caused or contributed to such loss or damage. KONE will not be liable in any way for loss or damage caused by third parties.

KONE shall not be liable for any loss or damage by any reason

competent personnel under our direction and supervision. KONE shall not be responsible for repairs and replacement of any parts as may be needed because of negligence, misuse or accident. In case any trouble develops between agreed periodical visits, upon PURCHASER's request, special examination will be made subject to availability of competent personnel.

All work will be performed during our regular working days except for minor emergency adjustment call back service which will be provided during regular working hours. No work or service other than that specifically mentioned is included or intended

Force Majeure

KONE shall not be liable for any loss, damage or delay due to any cause beyond KONE's reasonable control including but not limited to lack of shipping space, embargoes, acts of God, strikes, lockouts, bandh, fire, accident, explosion, theft, floods, riots, civil commotion, war, malicious mischief, enemies, terrorism, power shortage, delay in supplies of raw materials and components either at our supplier's works or at our works due to any or all of the reasons such as energy crisis, power cut, rail / road transporter's strike, go-slow, non-availability of essential raw materials (iron & steel, aluminium, copper, silver, brass, stainless steel, various alloys, electrical grade steel etc.), or act of a third party.

KONE or purchaser shall intimate, in writing, within two weeks of occurrence of the force majeure conditions as defined in the clause hereunder to the other party together with an estimate of the likely duration of the persistence of the force majeure condition

The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus pandemic, such as mandatory lockdowns, containment measures and transportation restrictions imposed by authorities in India and other countries, and the availability of personnel, logistics providers and supply chains, due to the pandemic.

Limitation of Liability

Notwithstanding anything contrary in this Agreement, including any indemnities, in no event shall KONE be liable to the PURCHASER or third party for any loss of profit, loss of use, loss of contracts, loss of business, loss of customers, loss of good will, contractual liabilities of others or for any indirect or consequential loss or damage, which may be suffered by the PURCHASER or such third party in connection with this Agreement. KONE shall not be liable for any expenses or repairs which are incurred by the PURCHASER without the specific written approval of KONE.

the dispute would first be attempted to be resolved by consultations between the parties. Upon failure of such mutual consultations, the dispute or difference would be referred to Arbitration of a Sole Arbitrator, to be appointed by KONE and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such Arbitration.

PURCHASER's Covenants and Obligations

The PURCHASER acknowledges and agrees that the covenants and obligations of the PURCHASER contained in this Agreement must be strictly adhered and/or fulfilled by the



of any act, neglect or default on its part or on the part of its agents, servants or workmen suffered by the PURCHASER or by any other person, irrespective of the fact that the PURCHASER or such person may raise a claim for damages or compensation, successfully or otherwise, without in any way limiting the operation of the foregoing provisions.

KONE's maximum aggregate liability under or in relation with this Contract, shall in no event, exceed an amount equal to the Contract value

Extension of Time

KONE shall be entitled to such extension of time to its time for completion as is reasonable in the circumstances in the event the works is delayed due to i) suspension of the works for reasons not attributable to KONE, ii) work by the PURCHASER or third parties not having been timely provided as agreed between the PURCHASER and KONE, iii) reasons attributable to the PURCHASER or third parties or their respective servants, agents or other contractors or sub-contractors, or iv) a force majeure event. In the event the time for completion of works is extended for reasons set out in items i)-iii) above, KONE shall be entitled to recover from the PURCHASER all substantiated costs, including but not limited to storage costs and demobilization and remobilization costs, incurred by KONE as a result of such extension of time.

Intellectual Property Rights

Notwithstanding anything contrary contained in this Contract, KONE shall retain title and ownership of all intellectual property rights relating (whether directly or indirectly) to the Equipment provided by KONE, including but not limited to software, firmware, drawings, technical documentation or other technical information delivered under this Contract. The PURCHASER shall not use or copy any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Contract or to the use and maintenance of the Equipment.

KONE grants the PURCHASER a non-exclusive and non-transferable license and right to use the software and firmware delivered with or related to the Equipment in connection with the use and maintenance of the Equipment. The PURCHASER shall not in any form copy, modify or reverse engineer the software, or allow any third party to do the same.

Dispute Resolution

Arbitration

In the event of difference or dispute arising out or in connection with this agreement, over the rights or obligation of parties,

The PURCHASER shall perform all civil work in consonance with the approved General Arrangement Drawing. The PURCHASER shall be liable for all delay and expenses and shall adequately compensate KONE, on account of KONE, having to modify or alter equipment or other requirements on account of deviations in the General Arrangement Drawings.

3. Relating to Installation

The PURCHASER, at its cost, shall ensure/provide the following requirements.

PURCHASER in order for KONE to fulfill its obligations arising under this Agreement. Any failure on the part of the PURCHASER to abide and/or fulfill the covenants and obligations contained in this Agreement shall constitute a breach of this Agreement by the PURCHASER and KONE shall not be liable for the same under any circumstances.

1. Relating to Site Details

The PURCHASER shall submit required information within a week of execution of this Agreement to prepare General Arrangement Drawing. This information would include:

- a. Clear Elevator well dimensions with constructions details.
- b. Details of interferences, projections if any
- c. Elevation of the Elevator shaft showing clear heights
- d. Size and location of Elevator Columns in the Escalator well, if any.
- e. Depth of Elevator pit
- f. Clear height of machine room
- g. Pan view of the machine room

If the PURCHASER requires KONE to conduct a field check and provide site details, KONE shall offer such services at an extra cost.

2. Relating to Civil Work

The PURCHASER shall complete the civil work required and prepare site prior to intimation that materials are ready for dispatch. The civil work would include:

- a. Properly framed and enclosed Elevator hoistway with required sill bearing area at each landing.
- b. An Elevator pit of proper depth below the lowest landing.
- c. Properly lighted and ventilated machine room with proper access
- d. Properly designed lifting and machine room hoists adequate in strength to bar loads imposed by the machine room equipment.
- e. Furnish required architraves and fascia plates.
- f. Provide pockets on Elevator well walls and such other civil work as may be necessary.
- g. Providing sun shade for all openings of the machine room.
- h. Providing safe load capacity of load hook with fluorescent colour in machine room along with structural engineer's certificate.
- i. providing Exhaust fan & or smoke window as & wherever necessary
- d. Make pockets and grout the rag bolts if required for fixing the over speed governor tension wheel.
- e. Cut the pockets and ground landing push and indicator boxes.
- f. Concrete plinth for housing car and counterweight buffer springs.

Other Covenants and Obligations of the PURCHASER

The PURCHASER is responsible for ensuring that any protection installed by KONE remains in place. KONE is not liable for any damage, loss or additional expense resulting from



- a. Before KONE deputs his installation crew to the site, the PURCHASER shall ensure and confirm in writing that the entire civil work as per the approved drawings is complete.
- b. The PURCHASER shall clean the Elevator pit and keep it dry.
- c. The PURCHASER shall provide adequate lighting and ventilation in the Elevator shaft and machine room prior to erection.
- d. The PURCHASER shall provide storage space in an area of 40 square meters per Elevator near the Elevator shaft in the building. The said storage area shall be safe, easily accessible, covered, weather proof and lockable. The storage area shall be made available to the installation team of KONE from the time the goods are received at site till the Elevator is handed over. In case Storage Area is beyond 20 meters from the shaft, cost of material shifting will be in the scope of Purchaser
- e. The PURCHASER shall provide single phase 230 V power required for operation of tools, hoists etc., at the ground floor near the Elevator shaft and shall further provide three phase 415 V AC power for testing and commissioning of Elevators in the machine room.
- f. The PURCHASER shall provide the above mentioned power connections of 230 V (single phase) and 415 V (three phase) with suitable main switches as per requirements of KONE along with light circuit breakers, lightning arrestors, suitable earthing leads to the machine room and such other protective devices necessary to meet the site requirements.
- g. The PURCHASER shall provide suitable accommodation free of cost for the installation crew.
- h. The PURCHASER shall be liable for any/all delays caused on the account of the site not being prepared as per the requirements. KONE reserves his right to claim additional costs for delays on account of the PURCHASER in providing mentioned or additionally required facilities.

4. Relating to Minor Builder's work

The PURCHASER shall in addition to the above, provide on request, without costs, from KONE, the following:

- a. Cut pockets and grout car and counterweight brackets.
- b. Chip required recess and fix the sills and valance plates as required.
- c. Cut pockets and grout brackets for over speed governors and controller.

the unauthorized removal of any protection installed by KONE. The PURCHASER unless explicitly otherwise agreed, the Equipment shall not be used by any other party other than KONE prior to the handover of the works.

Such unauthorized use before the handover includes, but is not limited to, all usage of the Equipment as a passage for people, for transferring or storing goods, or as a support or base for scaffolding, or any other way which could damage the Equipment or its protection.

In the event of any discrepancies with the provisions of this Contract and its Appendixes, this Contract shall prevail and the order of precedence of the Appendixes shall be as set out above.

Accepted and signed by both parties to make a valid and binding contract between KONE and PURCHASER.

For and on behalf of the PURCHASER

Signature :
 Name : Prabhakar P
 Designation :
 Date : 23-Sep-2024

For and on behalf of KONE

Signature :
 Name : Sri Harsha PVM
 Designation : Asst. Manager Sales
 Date : 23-Sep-2024



Health and Safety Policy Statement

KONE mission

At KONE, our mission is to improve the flow of urban life.

We understand People Flow in and between buildings, making people's journeys safe, convenient and reliable.

Safety objectives

Safety is our top priority. Every day, in every part of our organization we work toward our goal of zero injuries. We understand why and how to act safely looking after each other and proactively encouraging safe practices.

Our safety objectives are to:

- Have all of our employees, partners and users of our equipment return home safe every day.
- Continually improve our health and safety performance.
- Be the benchmark for health and safety in our industry.

Safety commitment

We design our solutions and processes to enable us to conduct our business in a safe and sustainable manner and consistently apply the KONE safety management system in all our activities.

Complying with the laws and regulations of the societies and other requirements in which we operate is the starting point for our business operations. We take pride in the fact that in many cases our own safety standards and management processes are stricter than legal requirements.

At KONE, we are all personally responsible and accountable for making sure that both ourselves and others affected by our work are safe. We must follow work procedures and methods, and report incidents and near misses promptly. Everyone at KONE is required to assess the safety of the tasks at hand and has the duty and authority to stop work if unsafe, to ask for support, or take the necessary actions to continue the job safely.

All KONE leaders are responsible for providing their teams with the necessary means for working safely. They have to lead by example, make sure their people are consulted, able to participate and trained, ensure accountability and drive for safety improvements.

KONE management is committed to taking ownership of and being accountable for KONE's health and safety policy.

Philippe Delorme
President and CEO
KONE Corporation

Amit Gossain
Managing Director
KONE Elevator India Pvt. Ltd.

February 7, 2024



Open the door to more...

Here are optional value added KONE solutions which you might be interested to add value to your building. These are optional Value-added offering, and you may contact our sales team who can assist you with additional details and pricing.

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



Stay fully informed about the condition of your equipment and maintenance activities with KONE 24/7 Connected Services. Using data from your equipment we can make smarter decisions and take action – often before problems even occur.

Stay in the know – and one step ahead.



Read more at
www.kone.in

KONE DX Class elevators: connecting more than floors



A smart elevator experience makes your building a more attractive prospect for tenants and visitors alike. Our market-leading elevator solutions now come with connectivity built in. With connected elevators you can create a completely new kind of user experience by adding smart building solutions and services that make life even easier and more convenient for users.

This can include things like integrating elevator status data with your building management system for easier monitoring and troubleshooting, or allowing people to conveniently make elevator calls using a smartphone or other mobile device.



Read more at
www.kone.in



KONE Elevator Call – redefining elevator calling experience



Enjoy a truly contact-free journey by avoiding buttons and surfaces. With KONE Elevator Call, you can call the elevator with your smartphone when approaching the elevator anywhere in the building.

Experience a new way for calling the elevator.



Read more at
www.kone.in

KONE Information – keep everyone in the loop



- A simple yet flexible way to communicate with building users
- Share targeted content via Media Screens in your elevators
- Publish content quickly and easily to one or many locations from any PC with an Internet connection – no more messy noticeboards, no more time-consuming manual updates
- Define your content playlist by choosing from different apps and then publish immediately or schedule for later



Read more at
www.kone.in

KONE API products - Enhance your building's people flow experience and operational excellence



Elevator Call API - implement elevator call-giving features in your own end-user applications.

Service Robot API - integrate autonomous robots (e.g. cleaning robots, delivery robots, security robots) with elevators.

Equipment Status API - get extensive equipment operating status and service status information, and integrate it into your own building operating system

Service Info API - Integrate information like open and completed service orders, call-outs, repairs etc. into your asset or building management system.



Read more at
www.kone.in